

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Application of)	
)	
Advanced Technology Group, LLC)	
)	DOCKET NO. 2019-<u>137</u>-C
for a Certificate of Public Convenience)	
and Necessity to Provide Resold and)	
Facilities-Based Local Exchange and)	
Interexchange (Including Exchange)	
Access) Telecommunications Services in)	
the State of South Carolina, and for)	
Alternative and Flexible Regulation)	

Advanced Technology Group, LLC (“Advanced Technology Group”, “ATG”, or “Applicant”), by its undersigned counsel and pursuant to South Carolina Code Section 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby applies for a Certificate of Public Convenience and Necessity (“CPCN”) to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

Following the grant of this Application, the Commission should direct all correspondence directly to LFN-II's regulatory contact:

Ms. Robin Hall, Managing Member
Advanced Technology Group, LLC
5100 B Pierce Ct.
Evans, Georgia 30809
Telephone: 706-823-1449
Facsimile: 706-823-1141
Email: rhall@catg.com

3. In support of this Application, the following exhibits are attached hereto:

Exhibit A - Formation Documents and Certificate of Authority to Operate in South Carolina
Exhibit B - Proposed Tariff
Exhibit C - Financial Information - **Confidential/Filed Under Seal**
Exhibit D - Management Biographies
Exhibit E - Proposed Notice of Filing and Hearing

II. DESCRIPTION OF THE APPLICANT

1. General Information

Applicant is a South Carolina limited liability company. A copy of its Articles of Organization and Certificate of Authority to Transact Business in South Carolina are attached as **Exhibit A.**

Applicant has an application to provide intrastate telecommunications service pending in the State of Georgia. Applicant is also authorized to provide telecommunications services by the Federal Communications Commission. Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

2. Description of Proposed Services and Proposed Service Territory

Advanced Technology Group proposes to offer competitive telecommunications service, within the State of South Carolina using a combination of its own facilities and from time to time

services from other facilities based carriers. Advanced Technology Group will provide local exchange, long distance, and private line services to business Customers within the State. To the extent Applicant provides switched local exchange services, it will initially do so in the areas served by AT&T and does not plan to provide service in areas of any small or rural local exchange carriers. However, Applicant does seek authority to provide local exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant. Applicant will offer interexchange services throughout the State of South Carolina.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges and regulations pursuant to which Applicant proposes to provide regulated telecommunications service, is attached hereto as **Exhibit B**.

Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant does not intend to provide retain residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

3. Customer Service

Advanced Technology Group's services will be available to subscribers twenty-four (24) hours per day, seven (7) days per week. All services will be offered and provided in accordance with applicable laws and all Commission rules and regulations. Advanced Technology Group is responsible for all customer inquiries and complaints. The telephone number for customer inquiries and complaints is provided by Advanced Technology Group on the customer bill. Customer service is available seven days a week, twenty-four hours a day. The Applicant's telephone number for customer

inquiries, complaints and repair is 706-823-1449 (option 2 for daytime support and option 8 for after-hours support) the contact for resolution of customer complaints with the Commission and the South Carolina Office of Regulatory Staff ("ORS") is:

Ms. Robin Hall, Managing Member
Advanced Technology Group, LLC
5100 B Pierce Ct.
Evans, Georgia 30809
Telephone: 706-823-1449
Facsimile: 706-823-1141
Email: rhall@catg.com

III. QUALIFICATIONS OF APPLICANT

Applicant possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

1. Financial Qualifications

The Applicant and its owners have sufficient financial resources to initiate and maintain local and interexchange services and related operations in South Carolina as proposed in this Application. **Exhibit C** contains the financial statements of the Applicant.

The financial information provided in **Exhibit C** is proprietary and confidential. Applicant requests, pursuant to S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Ann. § 30-4-40(a)(1), S.C. Code Ann. Regs. 103-804(S)(2), and Commission Order No. 2005-226, that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position.

Concurrent with this Application, Applicant is submitting its *Motion for Confidential Treatment of Financial Statements*. As shown in the information provided, Applicant is financially qualified to operate within the State of South Carolina.

2. Technical and Managerial Qualifications

Advanced Technology Group's technical and managerial personnel are well qualified to direct the provisioning, delivery, billing and customer service for the proposed services.

The management of Advanced Technology Group has great depth of experience in the telecommunications industry and offers extensive telecommunications business, technical, and managerial expertise to Advanced Technology Group. Descriptions of the qualifications and backgrounds for Applicant's key personnel are attached hereto as **Exhibit D**.

IV. **WAIVERS AND REGULATORY COMPLIANCE**

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive those regulatory requirements that are inapplicable to competitive local exchange carriers because compliance with such rules would cause Applicant undue hardship. Specifically, Applicant requests a waiver of the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in Evans, Georgia. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant will provide all such books and records shall be provided to the Commission Staff or the ORS in a timely manner upon request.

2. **10 S.C. Reg. 103-611:** Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore

should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles (“GAAP”).

3. Flexible Regulation of Local Exchange Services: Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

4. Alternative Regulation of Business Service Offerings. Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant’s intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. (“AT&T”). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission’s reporting requirements.

V. PUBLIC INTEREST CONSIDERATIONS

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to

maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial and financial resources sufficient to provide the services described in this application;
- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;
- e. The provision of local service by the Applicant will not adversely impact the Public interest.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant Applicant's request for alternative and flexible regulation, the waivers described herein, and grant such other relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr.
John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
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jack.pringle@arlaw.com

Counsel for Advanced Technology Group,
LLC

April 24, 2019

LIST OF EXHIBITS

Exhibit A		Formation Documents and Certificate of Authority to Transact Business
Exhibit B	-	Proposed Tariff
Exhibit C	-	Financial Information (Confidential – Filed Under Seal)
Exhibit D	-	Management Biographies
Exhibit E	-	Proposed Notice of Filing and Hearing

EXHIBIT A

Formation Documents and Certificate of Authority

CERTIFIED TO BE A TRUE AND CORRECT
COPY AS TAKEN FROM AND COMPARED
WITH THE ORIGINAL ON FILE IN THIS OFFICE

Dec 17 2014

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

141217-0030

Filed: 12/17/2014

ADVANCED TECHNOLOGY GROUP, LLC

Filing Fee: \$110.00 ORIG


Mark Hammond South Carolina Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
FOR A
LIMITED LIABILITY COMPANY

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the 1976 South Carolina Code of Laws, as amended is ADVANCED TECHNOLOGY GROUP, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is

111 PARK AVE SW

Street Address

AIKEN SC

298013855

City

Zip Code

3. The initial agent for service of process of the Limited Liability Company is

CHRISTOPHER A. COSPER

Electronically filed on SCBOS.

Signature not required.

Name

Signature

and the street address in South Carolina for this initial agent for service of process is

111 PARK AVE SW

Street Address

AIKEN SC

298013855

City

Zip Code

4. The name and address of each organizer is

a) CHRISTOPHER A. COSPER

Name

111 PARK AVE SW

Street

AIKEN

SC US

298013855

City

State

Zip Code

5. ☐ Check this box if the company is to be a term company. If so, provide the term specified:

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

7. ☐ Check this box if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

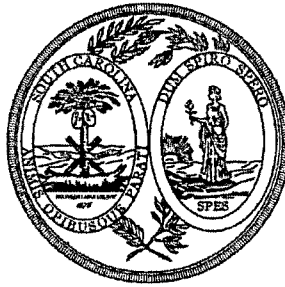
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
2014-12-16

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer

Electronically filed on SCBOS. Date 2014-12-17
Refer to attached signature page. _____

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

ADVANCED TECHNOLOGY GROUP, LLC, a limited liability company duly organized under the laws of the State of South Carolina on December 16th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 22nd
day of April, 2019.


Mark Hammond, Secretary of State

EXHIBIT B

Proposed Tariff

INTRASTATE LOCAL EXCHANGE SERVICES

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO
INTRASTATE LOCAL AND INTEREXCHANGE SERVICES
FURNISHED BY ADVANCED TECHNOLOGY GROUP, LLC
IN THE STATE OF SOUTH CAROLINA

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services, offered by Advanced Technology Group, LLC, to business customers located within the State of South Carolina.

The services covered in this Tariff are subject to availability. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company's control.

This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company principal place of business located at 5100 B Pierce Ct. Evans, Georgia 30809.

Issued:

Advanced Technology Group, LLC
Robin Hall, Managing Member
5100 B Pierce Court
Evans, GA 30809

Effective:

 INTRASTATE LOCAL EXCHANGE SERVICES

CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as applicable, comprise any changes in future from this original Tariff and will be in effect as of the date on each replacement page.

PAGE	REVISION	PAGE	REVISION
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	Original	56	Original
26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original	61	Original
		62	Original

 Issued:

Advanced Technology Group, LLC
 Robin Hall, Managing Member
 5100 B Pierce Court
 Evans, GA 30809

 Effective:

INTRASTATE LOCAL EXCHANGE SERVICES

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Evans, GA 30809

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INTRASTATE LOCAL EXCHANGE SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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Advanced Technology Group, LLC
Robin Hall, Managing Member
5100 B Pierce Court
Evans, GA 30809

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INTRASTATE LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation,
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate,
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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Robin Hall, Managing Member
5100 B Pierce Court
Evans, GA 30809

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INTRASTATE LOCAL EXCHANGE SERVICES

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Book 10, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina Statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service,

Sub article 4 – Engineering Sub

article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service Sub

article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

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Evans, GA 30809

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate local exchange services to business customers within South Carolina by Advanced Technology Group, LLC (hereinafter the Company).

This tariff is on file with the South Carolina Public Service Commission and will be maintained and made available for inspection during normal business hours at the Company's principal place of business: 5100 B Pierce Ct., Evans, Georgia 30809.

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Robin Hall, Managing Member
5100 B Pierce Court
Evans, GA 30809

Effective:

INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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Robin Hall, Managing Member
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Evans, GA 30809

INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)B. Limitations (Continued)

(1) (Continued)

- (b) Court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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Evans, GA 30809

INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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Robin Hall, Managing Member
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Evans, GA 30809

INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (3) Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (i) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (ii) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arises out of the negligence or other wrongful act of Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
 - (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
 - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.

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Evans, GA 30809

INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.
- (6) With respect to the provision of directory listing service, no liability for damages arising from publishing the telephone number of Non-Published service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Company in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in directories, nor will the company be a party to controversies arising between customers or others as a result of such publication.
 - (a) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a Non-Published telephone number upon request or by the publication of the number of a Non-Published service in the telephone directory or disclosing of such number to any person.
 - (b) When a customer with a Non-Published telephone number places a call to the Emergency 911 service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service. By subscribing to service under this Tariff, the customer agrees to the release of such information under the above provision.
 - (c) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed service.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (7) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (8) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

- (1) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)G. Refusal and Discontinuance of Service (Continued)

- (2) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the notice, and the customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying customer.

H. Notification of Service-Affecting Activities

The Company will provide the customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)I. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

J. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)II. UseA. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

III. Obligations of the CustomerA. Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Design of Customer Services

Subject to the provisions of 1.VII preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)E. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the customer.
- (2) The customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

F. Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit AllowancesA. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills.
- (2) Customers may satisfy deposit requirements as follows: in cash, certified funds, money orders, acceptable bank letter of credit, acceptable third party guarantee, or other forms of security acceptable to the company.
- (3) Deposits will be refunded to the Customer, along with accrued interest when one of the following conditions is met:
 - a. Service has been terminated or discontinued; or
 - b. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date; or
 - c. Service has not been suspended for non-payment with the previous twelve (12) months.

When service has been terminated or disconnected, the Company will deduct any and all unpaid amounts from the deposit and the difference will be refunded. Deposits held for Customers will accrue interest at the rate specified by the Commission, and will be credited or paid to the Customer upon the termination of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)A. Payment of Rates, Charges and Deposits (Continued)

- (4) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for PRI Service under this tariff), the period of service each bill covers and the payment date is as follows:
- (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

- (b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

(b) (Continued)

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. A maximum of one and one half percent (1 ½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.

(c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(d) If the Customer is unable to resolve any dispute with the Company, the Customer may file a complaint with the South Carolina Public Service Commission. The address of the Commission is as follows:

South Carolina Office of Regulatory
Staff 1401 Main Street, Suite 900
Columbia, SC 29201

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)A. Payment of Rates, Charges and Deposits (Continued)

- (5) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.
- (6) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.
- (7) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.C.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions(1) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24- hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions (Continued)(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the customer.
- (b) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a customer's failure to provide notification to the Company of media-stimulated mass calling events.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions (Continued)(4) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

V. Denial or Discontinuance of ServiceA. Disconnection Without Notice. The Company will not deny or discontinue service to a customer without prior written notice except for the following reasons:

- (1) If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists;
- (2) Upon order by an appropriate court, the Commission, or any other duly authorized public authority; or
- (3) If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)V. Denial or Discontinuance of Service (Continued)A. Disconnection Without Notice (Continued)

- (4) Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.
- (5) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
- (6) Failure of the customer to permit the provider reasonable access to its facilities or equipment.
- (7) Customer equipment is non-compliant with Federal Communication Commission equipment specifications thereby causing or contributing to Service interruptions, malfunctions, or unusual or excessive Service maintenance requirements.
- (8) The customer obtained service by subterfuge. Subterfuge includes, without limitation:
 - Obtaining service in another person's name with the intent to avoid outstanding charges; or
 - Applying for new service at a location:
 - (a) where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges; and
 - (b) where such person continues to reside.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)V. Denial or Discontinuance of Service (Continued)B. Disconnection with Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 5 days written notice only for one of the following reasons:

- (1) Non-payment of any past due bill for service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.
- (2) If the Company determines service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)VI. Restoration of Service

The use and restoration of service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. A customer whose service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before service is restored. Whenever service has been discontinued for fraudulent or other unlawful use, Company may, before restoring service, require the customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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SECTION 3 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Exchange Carrier.

Company: Advanced Technology Group, LLC, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders Service, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End User: An End User is any customer of a telecommunications services from this tariff and is not a carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

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SECTION 3 – DEFINITIONS, (CONT'D)

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Premises: The space occupied by a Customer in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that at the Local Switching Center that serves the End User.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: For Local Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer.

Service Order: The written request for Local Services executed by the Customer and the Company in a format devised by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's Local Services offered on the Company's Network.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wire Center: Buildings in which central offices, used for the provision of Local Exchange services, are located.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 4 - EXCHANGE AREAS

I. List of Exchanges

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

- 1) AT&T

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SECTION 5 - DESCRIPTION OF SERVICE

5.1 Local Service Offerings

5.1.1 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis only.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.1 Local Service Offerings, (Cont'd.)

5.1.2 Business PBX Trunk Service

Business PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

Business PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Business PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for Business PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

5.1.3 Direct Inward Dialing (DID) Trunk Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

5.1.4 Private Line Service

Private Line Service allows for a digital, fiber or virtual 'End-to-End' service through the application of point to point or multiplexed services. Private Line Service provides for the transmission of voice and/or data by providing a dedicated voice or data communications path between two or more locations of the same Customer. The Private Line Service is provided between two Customers designated premises, or provided between multiple Customers designated locations and the Company facilities.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features

5.2.1 General

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

5.2.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.3 Feature Descriptions, (Cont'd.)

- C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- D. Speed Dial: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.4 Feature Descriptions, (Cont'd.)

- H. Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- I. Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.5 Feature Descriptions, (Cont'd.)

- J. Three Way Calling with Transfer: This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.
- K. Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.6 Feature Descriptions, (Cont'd.)

- L. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialed exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

- M. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- N. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.7 Feature Descriptions, (Cont'd.)

- O. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
Calls to Directory Assistance
Calls to 911

- P. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- Q. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.8 Feature Descriptions, (Cont'd.)

- R. Caller ID -Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to end user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- S. Caller ID - Enhanced: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to en user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- T. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- U. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.
- AA. User Transfer/Conferencing: A user of this feature may hold an in-progress call and complete a second call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.
- BB. Call Pickup: This feature allows a subscriber to answer a call which has been directed to another serving arrangement within the same call pickup group by dialing a code.
- CC. Call Hold: A user of this feature can place an established call on hold by depressing the switch-hook and dialing a code.

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SECTION 5 - DESCRIPTION OF SERVICE, (CONT'D.)

5.2 Directory Assistance and Listing Services

5.2.9 Directory Listings

A. General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 6 - RATES

6.1 Application of Rates and Charges

All services offered in this Price List are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

6.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

6.1.2 Discounted Pricing Plans

The rates identified in this Price List are base rates. Except as otherwise noted, the discounts herein are applied to the base rates.

Current discount, all service plans	0%
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SECTION 6 - RATES. (CONT'D.)

6.1 Service Charges and Surcharges

6.1.3 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this Price List.

D. AT&T Territory

	<u>Business</u>
Line Change Charge	
First Line	\$80.00
Each Additional Line	\$80.00
Secondary Service Order Charge	\$45.00

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SECTION 6 - RATES, (CONT'D.)

6.1 Service Charges and Surcharges, (Cont'd.)

6.1.4 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

AT&T Territory

Duration of time, per technician	<u>Business</u>
Initial 15 minute increment	\$65.00
Each Additional 15 minute increment	\$65.00

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SECTION 6 - RATES, (CONT'D.)

6.1 Service Charges and Surcharges, (Cont'd.)

6.1.5 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

AT&T Territory

	<u>Business</u>
Per occasion	_\$250.00

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SECTION 6 - RATES, (CONT'D.)

6.1 Service Charges and Surcharges (Cont'd.)

6.1.6 Service Disconnect Fee

A Service Disconnect Fee applies when the Company or the Customer disconnects service. This Service Disconnect Fee applies to all services in all territories.

	<u>Business</u>
Per Order Charge	\$250.00
Per Line Charge	\$250.00

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates

6.2.1 Business Local Exchange Service Lines

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. Rates and charges include touchtone service for each line. The rates and charges below apply to service provided on a month-to-month basis.

1. AT&T Territory

All Rate Groups

Business Basic

\$80.00

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.3 Business Local Exchange Service Lines, (Cont'd.)

A. Usage Sensitive Charges and Allowances

1. Business Basic Flat Rate Local Exchange Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.4 Business Local Exchange Service Lines, (Cont'd.)

B. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this Price List. All such charges will appear on the next bill following installation of the service.

Nonrecurring charges for installation of Business lines are:

1. AT&T Territory

First Line	\$100.00	_____
Each Additional Line ¹	\$50.00	_____

¹ Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same located Customer Premises.

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SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.5 Business Local Exchange Service Lines, (Cont'd.)

C. Flat Rate Monthly Recurring Charges

1. AT&T Territory

First Line	\$80.00_____
Each Additional Line ¹	\$80.00

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.6 Business Enhanced PBX Trunk Service

A. Trunk Charges

The Business Enhanced PBX Trunk rates shown below include Combination, Two- Way or Out Dial Trunks. Usage Sensitive Charges and Allowances for Business PBX Trunk Service are specified in the applicable section of this tariff List. Nonrecurring charges for Business PBX Trunk Service are specified in the applicable section of this tariff.

1. AT&T Territory

Maximum one (1) time fee of \$750.00 per Trunk

All Rate Groups

23 Channels
Monthly Recurring Charge
\$600.00

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SECTION 6 - RATES. (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.7 PBX Trunk Service, (Cont'd.)

A. Direct Inward Dialing (DID)

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this Price List. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID's per block. For purposes of example only a Customer orders 16 DID's the Customer will be charged for a Number Block of 20 DID's. Prices may vary based on DID feature added. Block pricing is for basic DID's enabled with 911 Service.

1. AT&T Territory

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$50.00	\$15.00
Each Additional Block of 20 DID Numbers	\$50.00	\$15.00
DID Trunk Termination	\$0	TBD

DID Max. per minute inbound/outbound .50 cents.

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SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.8 PBX Trunk Service, (Cont'd.)

B. Direct Inward Dialing (DID) Service, (Cont'd.)

1. AT&T Territory

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Dual Tone Multi-frequency Pulsing Option, Per Trunk	\$TBD	\$TBD
Automatic Intercept Service (per number) ¹	\$TBD	\$TBD

¹Provides automatic number referral for non-listed disconnected DID telephone numbers for twelve months or until the delivery of the new directory, whichever comes first. AIS is only provided where facilities permit.

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SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.9 Private Line Service

AT&T Territory

Private Line Services

Monthly

All Private Line Services are provided on a customized and Individual case basis per Customer without limitation a onetime installation fee, any MRC's and additional costs to and between a Customers business locations.

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SECTION 6 - RATES, (CONT'D.)

6.2 Local Service Rates, (Cont'd.)

6.2.10 SIP Trunking

- a. \$65.00 Per Channel
- b. Caller ID Feature

6.2.11 Hosted Voice

- a. Basic feature set \$65.00/ station
- b. \$65.00 MRC
 - i. Caller ID
 - ii. Call Forwarding
 - iii. Web Portal
 - iv. Transfer
 - v. Voicemail

6.2.12 Enhanced Hosted Features - Currently Available

- a. \$25.00 Setup Fee (each)
- b. \$20.00 MRC
 - i. Auto Attendant
 - ii. Multiline Huntgroup
 - iii. Stand alone shared voicemail
 - iv. Foreign Number remote forward
 - v. Any Custom requests outside of SOP

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SECTION 6 - RATES, (CONT'D.)

6.3 Optional Calling Features

6.3.1 Features Offered on Monthly Basis

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

If and when any or each feature is and/or may be made available no usage sensitive charges shall apply. If and when features are made available by the Company multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. If, as and when applicable a Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

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SECTION 6 - RATES, (CONT'D.)

6.3 Optional Calling Features, (Cont'd.)

6.3.2 Features Offered on Monthly Basis, (Cont'd.)

- A. AT&T Territory; Some any and/or all features may or may not be available and are subject to available based in the sole discretion of the Company.

Optional Calling Features	<u>Business</u>
Call Waiting	\$ICB
Call Forwarding Variable	\$ICB
Three Way Calling	\$ICB
Speed Dialing	\$ICB
Speed Calling	\$ICB
Call Forwarding Busy Line	\$ICB
Call Forwarding Don't Answer	\$ICB
Call Forwarding Don't Answer-Ring Control	\$ICB
Customer Control of Call Forwarding Busy Line	\$ICB
Customer Control of Call Forwarding Don't Answer	\$ICB
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath ¹	\$ICB
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath ^{1,2}	\$ICB
Call Block	\$ICB
Call Return	\$ICB
Call Selector	\$ICB
Call Tracing	\$ICB
Repeat Dialing	\$ICB
Preferred Call Forwarding	\$ICB
Three-Way Calling with Transfer ²	\$ICB
Remote Access-Call Forwarding Variable	\$ICB
Multiple Directory Number Distinctive Ringing - First TN's	\$ICB
Multiple Directory Number Distinctive Ringing - Two TN's	\$ICB
Caller ID - Basic	\$ICB
Caller ID - Deluxe	\$ICB
Enhanced Caller ID	\$ICB
Enhanced Caller ID with Call Management	\$ICB
Call Waiting Deluxe With Call Forwarding Don't Answer	\$ICB
Call Waiting Deluxe With Conferencing	\$ICB
Remote Access to Call Forwarding	\$ICB

¹ Monthly rate per call forwarding path in excess of ten paths.

² Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 6 - RATES, (CONT'D.)

6.4 Directory Listing Services

6.4.1 Directory Listings

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

1. AT&T Territory

	<u>Business</u>
- Each Additional Listing	\$ICB__
	—

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INTRASTATE LOCAL EXCHANGE SERVICES

SECTION 7 - TOLL SERVICES

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SECTION 8 - SPECIAL ARRANGEMENTSI. Special ConstructionA. Basis for Charges:

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (1) non-recurring type charges
- (2) recurring type charges
- (3) termination liabilities; or
- (4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 7.A preceding may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of
 - a. Equipment and materials provided or used
 - b. Engineering, labor and supervision
 - c. Transportation, and
 - d. Rights of ways;
- (2) Cost of maintenance
- (3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing and related fees;

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SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)I. Special Construction (Continued)B. Basis for Cost Computation (Continued)

- (6) Tariff preparation, processing and related fees;
- (7) Any other identifiable costs related to the facilities provided; or
- (8) An amount for return and contingencies.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provided or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

D. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply.

Issued:

Effective:

Advanced Technology Group, LLC
Robin Hall, Managing Member
5100 B Pierce Court
Evans, GA 30809

EXHIBIT C

Financial Information
CONFIDENTIAL - FILED UNDER SEAL

EXHIBIT D

Management Biographies

Jimmy F. Carey
 125 Whitehall Street
 Hartwell, Georgia 30643
 Cell (404) 597-7488

Objective

A Senior Telecommunications position offering career opportunity and ongoing challenge, where my skills and experience will add value to the company, enhance the customer's experience.

Summary

Experienced Telecommunications professional with skills of developing strategy, recruiting, hiring, managing the financial aspect of an organization including profit and loss, operations, and sales. Highly competent with information technology, Internet networking, telecommunication or electronics. Experienced in both large and small company environments.

Professional Experience

Advanced Technology Group, Evans, Georgia

4/2017 to Present

Director of Business Development

Developing new relationships and partnerships with protentional customers.

Georgia Public Web, Atlanta, Georgia

6/2005 to 4/2017

CTO/Vice President – Network Operations Operated the inside plant (ISP) and the outside plant (OSP) functions of the company to ensure that network optimization was achieved. Maintained and set budget for the organization. Worked with other ILEC's and CLEC's on new business development opportunities.

Associate Vice President-Network Operations – Operated the inside plant (ISP) and the outside plant (OSP) functions of the company's statewide fiber optic network to ensure that network optimization is achieved. Inside function include maintaining remote building sites, network elements, 24X7 NOC, provisioning, ISP inventory, splicing, personnel scheduling and working with multiple companies and construction crews on new installations and repairs. While providing leadership, management and technical direction to direct reports.

ITC/DeltaCom , (Earthlink) West Point, Georgia

10/96 to 5/2002

Director of East Operation – Operated the Customer Network Service Unit within ITC DeltaCom which provided support for all Data related products, was tasked with keeping and maintaining the work force for the East Operation. Managed a work force of 68 employees and a 10.2 million dollar budget. Provided support for all transport and switch services for ITC/DeltaCom. This included internal and external customers utilizing ITC/DeltaCom Internet connectivity, Frame Relay, ATM, IP/VPN, Broadband and switched services. Managed the Broadband Provisioning Group. The Network covered the Southeast states of Georgia, Tennessee, Florida, South Carolina, North Carolina.

Concert Management Services Inc./British Telecom

10/91 to 10/96

Manager Global Technical Assistance Center (GTAC) – Manager of the GTAC in Atlanta, Georgia deploying state of the art management tools and systems responsible for second level support to the product lines of Concert. Interfaced with Global PTT's and equipment vendors. Ensured second level problems were resolved in a timely manner preferably before customer impact and at all time ensure availability and quality. Responsible for the Hiring and recruiting of quality employees.

Military Communication Technical Administration Manager

3/91 to 10/91

Telcom USA (MCI Communication Corporation)

4/86 to 3/91

Manager Network Operation Center (NOC)

Hart County Telephone Company

9/71 to 4/86

Maintenance Supervisor

Education – 1971 Graduate of Hart County High School, Hartwell, Georgia 30643

JEFFREY WEBB

52 Lee Road 894 Valley, Alabama 36854 · (706)457-1183
jeffandbo@gmail.com ·

Dedicated telecommunications professional with 20 years experience and extensive VOIP management experience. Product development focus. Strong strategic thinker and team builder.

EXPERIENCE

2015 – PRESENT

DIRECTOR OF SWITCHING, ADVANCED TECHNOLOGY GROUP

Responsible for VoIP switch deployment and management.
Developed installation procedures and methods for product offerings
Integral in system design and implementation for customers.
Responsible for carrier interconnection and mediation

2005 – 2015

MANAGER- VOIP SWITCHING, WIDE OPEN WEST/KNOLOGY CORP.

Responsible for training and support of VOIP and DATA products.
Developed and implemented key new products for Knology.
Taught technical and sales procedures to Business sales staff.
Responsible for sales and technical support for large business customers.
Analyze VOIP and Data sales and create forecast documents

1998 – 2005

TELECOMMUNICATIONS MANAGER, KANCHARLA CORPORATION

Responsible for support and development of VOIP products and services.
Developed and implemented new features for VocalData Corp./Genband
Wrote and taught technical procedures to wholesale clients.
Responsible for tier one and after hours platform support.
Designed and implemented softswitch routing with Tier one carriers.

SKILLS/CERTIFICATIONS

- Genband M6 Platform
- Sansay VSX Softswitch
- NexTone Softswitch
- Digium/Asterisk platform
- Adtran (Full line)
- SunOS
- MetaSwitch Platform
- ACME Packet
- Cisco
- Linux
- Polycom Voice Products
- Various SIP PBX systems

7321 S Harquahala Dr. Mohave Valley, AZ jwable@catg.com

John Wable

Objective Continue working in the Telecommunication Industry, overseeing day to day network operations, design, development, and deployment of new services and products. Monitor existing network equipment identify issues and correct issues as they are discovered.

Professional Highlights

Sr. Network Manager

- Design, Deploy, and Manage an MPLS Backbone Network with over 38 POP locations using a combination of Fixed Microwave, copper, and fiber connections. The Network has 3 BGP Backbone connections to Tier 1 and Tier 2 Internet Backbone Providers. Provide QoS enabled Voice Communications via SIP and RTP.
- Design, Deploy, and Manage monitoring/alerting system for 38 POP location MPLS backbone network including routers, switches, Backhauls, Demark Devices, and Voice Handoff equipment
- Design, Test and Deploy Voice Enabled Gateways to carry voice traffic from customer location to CLEC hand off equipment

Enterprise Telecommunications Specialist

- Design, Deploy, and Maintain Enterprise PBX communications system using SIP and TDM technologies depending on size and needed features of the Enterprises Telecommunications needs. Develop dial plans appropriate to handle call flow for the Enterprise. Develop multi-tiered Auto-Attendant configurations as needed for Enterprise.
- Design and Deploy internal Enterprise Networks to deliver QoS enabled voice communications to the end-users desktop using various combinations of Layer 2 and Layer 3 controls to verify voice traffic has proper prioritization
- Design, Install needed TDM hardware to ensure proper Cross Connects between new and or existing hardware.

Wireless LAN Specialist

- Design, Deploy, and Manage Secure Enterprise Wireless LAN systems using Enterprise needs to determine proper equipment and manufactures for deployment. Performing RF surveys to determine interference points. Using Mesh techniques as needed to extend wireless coverage to otherwise unreachable locations. Using combinations of Layer 1, Layer 2, and Layer 3 mechanisms to ensure only authorized use.
- Design and Deploy Air Defense Security monitoring in a way which allows network to find and block rogue Access Points, and block valid users from being able to connect to Rogue Access Points.
- Design and Deploy self-healing Wireless Networks which can automatically adjust power levels of Access Points to fill in coverage gaps if an Access Point fails

Network Systems Administration

- Design and Deploy Enterprise Network Servers, Backup systems, Email Systems, Remote Access Servers, Web Servers, Management Servers, DNS Servers
- Design and Deploy Network Servers and Systems needed to monitor and Alert network failures for Carrier and Enterprise networks
- Maintain Network Server hardware and software

7321 S Harquahala Dr. Mohave Valley, AZ jwable@catg.com

John Wable

Skills

- Adtran Internetworking Certified
- Adtran TA5000 Certified
- Adtran IP Business Gateway Certified
- Adtran Unified Communications, IP Telephony Certified
- Adtran Wireless Certified
- Mitel 3300 Certified
- 3Com NBX Certified
- Motorola Voice Certified
- Motorola Mesh Certified
- Motorola Duo Certified
- Motorola PTP Certified
- Motorola PMP Certified
- Motorola WLAN Certified
- Digium Switchvox Certified
- Polycom Certified
- Ubiquiti RF Certified

Employment History

Sr. Network Engineer	ATG Communications, LLC., Evans, GA	4/2007 - Present
Network Operation Manager	Lexicor Medical Technology, Augusta, GA	2/2000 – 4/2007
Support Specialist	AON Innovative Solutions, Golden, Colorado	1997 - 2000

Education

Assoc. Network and System Administration	Front Range Community College, Westminster, CO	2000
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References

References are available on request.

Nathan Wright

706-570-4567

nwright@catg.com**Experience****Advanced Technology Group, LLC- Project Manager (June 2012-Present)**

Manage processes for voice and data installations for medium to large businesses.

Knology, Inc.- Wholesale Operations Manager (August 2008- June 2012)

Manage processes and relationships with all wholesale customers that resold voice and data products.

Knology Inc.- Data Support/Telephony Manager (January 2006- August 2008)

Manage all processes for VoIP and Fiber installations throughout company including post installation support and all telephony back office operations including LNP.

Knology, Inc.- Helpdesk Manager/ Systems Engineer (October 2003- January 2006)

Deploy new applications from a server and desktop level, manage backups, manage helpdesk team and computer purchasing for all divisions.

Wright Data Services- Owner/ Operator (October 1998- October 2003)

Consulting services including networking, software, hardware installation, telephony services and sales.

Education**Auburn University 1997**

Bachelors of Science Degree- Management Information Systems (MIS)

Microsoft Certified Professional**CompTIA Network Plus**

THOMAS ALLEN AKINS

663 Blanchard Road
Evans, GA 30809

(706) 869-0388 home
(706) 833-4767 mobile
takins@catg.com

EDUCATION

Augusta State University

Augusta, Georgia

EXPERIENCE

Advanced Technology Group
COO/Field Service Manager

Augusta, Georgia
2008 to Present

- Manage company with staff consisting of Network Engineer, Field Service Engineers, Tower Climbing crews and customer service professionals.
- Design, develop and implement IP based Microwave Radios and VOIP networks consisting of Motorola, Ceragon and Ubiquity Point-to-Point radio equipment and Alcatel/Lucent switches and routers.
- Select and procure network and radio components and equipment, in conjunction with Network Engineers requirements and integration within our existing network.
- In conjunction with the Engineering Coordinator, define project scope and deliverables, develop and refine design specifications, create and execute work schedules and ensure compliance with timelines.
- Conduct design reviews with project owners and work groups, prepare and report on budgets and completion of project milestones.
- Manage activities of outside vendors and suppliers, assuring services and supplies are delivered on time and meet project specifications.
- Developed redundant backup systems for the ATG WANs and LANs
- Maintain FCC reports, analyze product lifecycles and maintain an emergency response customer database.

Georgia – Carolina Tower Company
Tower Climber

2005 to 2007

- Tower climbing, radio equipment configuration and installation.
- Maintained a safe working environment for all involved.
- Adhere to all OSHA and local codes and emergency recovery procedures.
- Determined the technology and network needs, and prepared necessary purchase order specification for the new building. Planned the move of the Motor Vehicle division to the new building without interruption of the operation.
- Modified and streamlined the monthly and annual Tax Commissioner reports and charts.
- Helped in the selection and supervision of two managers and nine clerical staff.

Equipment experience

- Motorola Canopy
 - Access point
 - Subscriber Module
 - Cluster Management Module
- Motorola Point to Point Backhaul (IP Radio) Solution
 - Canopy OFDM BH 30/60 mbps
 - Canopy OFDM BH 150/300 mbps

- Motorola Broadband over Power line Solution
 - Motorola Powerline MU Gateway
 - Modem
 - Hybrid Adapter and Panel Extender
- Motorola Pre-Wimax Solution
 - Motowi4 PMP AP 35100 Ultra light Access Point (ULAP)
 - Motowi4 PMP CPE 35200
 - Cluster Management Module 4 (CMM4)
- Motorola VOIP ATA (Analog Telephone Adapter)
 - Motorola VT1000ATA
- Motorola Wimax Solution
 - Diversity Access Point
 - Beceem Wimax PCMCIA card
 - Wolverine Wimax CPE

Training

- Motorola Link Planner Tool Technical
- Motorola Canopy RF Link Calculator Technical Training
- MotoWi4 Pre-WiMAX Device Ultralight Access Point Technical Training
- Motorola Canopy RF Link Calculator Technical Training
- CISCO Router Configuration
- Canopy Gang Programming (SMART Telecoms)
- Canopy Network Upgrade (SMART Telecoms)
- ULAP (Ultra Light Access Point 3500) Testing and Configuration
- CERAGON Certified Technical Training
- Certified in Fiber Termination
- Anritsu Site Master Line Seep Training
- Tower Climbing Safety & Rescue from ComTrain; January, 2007
- Andrew Institute Antenna Coax installation and grounding training, March, 2007
- Andrew Institute Antenna Coax installation and grounding training, March, 2007
- OSHA 30-Hour Construction Safety and Health, February, 2008
- Tower Climbing Safety & Rescue INSTRUCTOR certification, ComTrain, 2009
- NFPA 70E training, March, 2009

BUSINESS AND PERSONAL REFERENCES AVAILABLE UPON REQUEST

EXHIBIT E

Proposed Notice of Filing and Hearing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF FILING AND HEARING AND PREFILE TESTIMONY DEADLINES

DOCKET NO. 2019-____-C

Application of Advanced Technology Group, LLC for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange (Including Exchange Access) Telecommunications Services in the State of South Carolina, and for Alternative and Flexible Regulation.

Advanced Technology Group, LLC ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina, and for Flexible Regulation. Applicant also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. In addition, Applicant requests that the Commission regulate its local exchange telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C.

A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2019-____-C. Additionally, a copy of the application is available from the Company's representative John J. Pringle, Jr. Esquire, Adams and Reese, LLC, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on _____, _____, 2019, at _____, before a Hearing Examiner in the Commission's Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

PLEASE BE ADVISED that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2019-____-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before _____, 2019. ***Please refer to Docket No. 2019-____-C.***

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's **Direct Testimony** Due: _____; Other Parties of Record **Direct**

Testimony Due: _____; **Applicant's Rebuttal Testimony Due:** _____; and **Other Parties of Record Surrebuttal Testimony Due:** _____. All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under **Docket No. 2019-____-C**.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and **Docket No. 2019-____-C**.

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

/19

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-__-C**

Application of

**ADVANCED TECHNOLOGY
GROUP, L.L.C.**

for a Certificate of Public Convenience
and Necessity to Provide Resold and
Facilities-Based Local Exchange and
Interexchange (Including Exchange
Access) Telecommunications Services in
the State of South Carolina, and for
Alternative and Flexible Regulation

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day the **Application** via electronic
mail service as follows:

Carri Grube-Lybarker
clybarker@scconsumer.gov

Becky Dover
bdover@scconsumer.gov

Lessie Hammonds
lhammonds@ors.sc.gov

s/John J. Pringle, Jr.

April 24, 2019
Columbia, South Carolina